



COUNTY OF CULPEPER

RFP NO. BG-05-0007

REQUEST FOR PROPOSALS

FOR

SNOW REMOVAL SERVICES

Issued: November 22, 2004

302 North Main Street
Culpeper, Virginia 22701

**CULPEPER COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
302 NORTH MAIN STREET
CULPEPER, VA 22701**

**REQUEST FOR PROPOSALS
No. BG-05-0007**

Proposals will be received in the Office of the Culpeper County Purchasing Agent, in the County Administration Building, 302 North Main Street, Culpeper, Virginia 22701, until 3:00 PM, local time, Friday, December 3, 2004, for:

SNOW REMOVAL SERVICES

A copy of the Request for Proposals may be obtained upon request from the Office of the County of Culpeper Purchasing Agent, 302 North Main Street, Culpeper, Virginia 22701, Telephone Number (540) 727-3427, or E-mail: phoward@culpepercounty.gov

An **optional** Pre-Proposal meeting will be held in the Board of Supervisors Meeting Room, 302 North Main Street, Culpeper, Virginia 22701 on Tuesday, November 30, 2004 at 1:00 P.M. All interested parties are urged to attend. The purpose of this meeting is to allow potential offerors an opportunity to present questions and obtain clarifications on the specifications and requirements of the work. Minutes of the pre-proposal meeting will not be recorded or published.

Culpeper County reserves the right to reject any and all proposals and to waive any informalities or irregularities in procedure.

CULPEPER COUNTY, VIRGINIA
PURCHASING AGENT

Alan Culpeper

Classified Display Ad:

Culpeper Star Exponent: Wednesday, November 24, 2004
Sunday, November 28, 2004

Bill To: County of Culpeper
302 N. Main Street
Culpeper, VA 22701

**REQUEST FOR PROPOSALS
SNOW REMOVAL SERVICES
RFP NO. BG-05-0007**

I. REQUEST FOR PROPOSALS

The County of Culpeper is soliciting proposals for the removal of snow from parking areas and other County property in various locations throughout Culpeper County.

II. BACKGROUND

The County is requesting proposals for an hourly rate for snow removal. The County will entertain alternate proposals if the Proposer(s) can demonstrate its reliability and cost effectiveness for the County. To be deemed qualified, the Proposer(s) must demonstrate requisite experience, skills, and resources necessary to successfully perform services requested in the Request for Proposals.

One of the key elements to the Proposal submission is a clear and readily understandable description of snow removal operations for the County parking lots. Separate sections should be provided for each of the County parking lots. The County seeks to obtain the most reliable, most cost effective approach. Proposers are expected to give a complete and thorough description of their snow removal approach from when snowfall is forecast until snowfall ends to minimize costs. An organizational chart identifying supervision and staffing of the snow removal team shall be included.

Form A, Equipment Specifications, is to be used for this purpose. If other major components are proposed and not presented on the enclosed data form, the Proposer will reproduce or use vendor-supplied data sheets for this equipment, and submit them with the Proposal. After the County has approved the equipment proposed, no substitutions or modifications may be made without prior notice to and approval by the County.

Used equipment that has been reconditioned to a nearly new state is acceptable. Such used equipment should be clearly identified as "Used" on Form A.

III. MANAGEMENT AND OPERATIONS PLAN

The Proposer(s) shall describe the intended operation plan for snow removal, including the ability to efficiently handle varying amounts of snowfall, ice and changing weather conditions. Details should be given on mobilization, scheduling, allocation of equipment and manpower for County property. Details should also be given regarding working around parked vehicles, safety procedures, staffing, and hours of operation.

In addition, the plan must include a statement of the problems the Proposer believes are likely to arise during winter storms and the method(s) proposed to deal with them. This should include, at a minimum, problems such as equipment breakdowns, parked cars, transportation disruptions and changing weather conditions.

The locations for snow removal and the requirements for the contract are listed below:

- 1) County Parking Lot – Blue Ridge Avenue
- 2) Former Town Hall, (Parking in the Rear) – 118 West Davis Street
- 3) County Courthouse Parking Lot – West and Cameron Streets
- 4) Parking Spaces Adjacent to Courthouse- 135 West Cameron Street
- 5) County Animal Shelter, Access Road and Parking Lot -10144 James Monroe Highway
- 6) County Administration Parking Lot – 302 North Main Street
- 7) Galbreath C. Marshall Building Parking Lot - 1401 Old Fredericksburg Road
- 8) County Administration Annex Parking Lot - 308 North Main Street

IV. PERFORMANCE REQUIREMENTS

Parking Areas:

- 1) Snow removal will begin when snow accumulation is at three (3) inches (minimum).
- 2) Snow removal operations should begin and end at a time that will provide the least disruption for vehicular traffic and those individuals using County parking spaces.
- 3) The Contractor will be responsible for replacing all parking blocks damaged or moved during snow removal operations. In addition, the Contractor will be responsible for repair of any pavement, sidewalk or other areas damaged during snow removal operations.
- 4) When practical, the Contractor will attempt to have owners remove vehicles from the parking area in order that complete snow removal can be accomplished.
- 5) The Contractor will make attempts to assure that no one uses the parking area during any snow removal operation. This is necessary to ensure the safety of the public and to assist the Contractor in the timely completion of snow removal.
- 6) Stockpiling or piling of snow on any site will be permitted in areas that do not interfere with the safe movement of traffic in the area. Wherever possible, this “stockpiling” will be in non-parking and non-driving areas. The Contractor will be responsible for identifying these areas to County personnel prior to the start of any snow removal.

V. GENERAL REQUIREMENTS

- 1) The general requirements for contract work are incorporated by reference. The Contractor is responsible for complying with all requirements and sections of this document.
- 2) The Contractor must have sufficient equipment and staff to fully meet the requirements of this project. Equipment must be kept in proper working condition and be available and able to perform the tasks required for this project.
- 3) The Contractor will guarantee the availability of his services to perform the project under the conditions set forth in this document. The Contractor will guarantee that the County snow removal operation will be assigned top priority.
- 4) The County will not issue notification of when snow removal operations are to begin. The Contractor will begin snow removal, automatically, based on the guidelines and requirements set forth in this document.
- 5) The Contractor will provide a telephone number or numbers that will allow the County twenty-four (24) hour access to the Contractor.
- 6) Where applicable, the Contractor will possess all necessary permits and licenses.
- 7) The Contractor will not be allowed to sub-contract any portion of this Contract. All personnel used must be employees of the Contractor.
- 8) All payments will be made on the presentation of a valid invoice for services. The County will process payment invoices on their normal accounts payable cycle, and based on an assessment of successful performance on the part of the Contractor.

VI. CRITERIA FOR EVALUATION

The proposal will be evaluated according to the following criteria. Proposers are welcome to submit supporting information which describes their ability to meet and exceed the criteria.

- 1) Prior experience in snow removal services.
- 2) Proposed fee schedule.
- 3) Overall benefit to the County.
- 4) Operating plan to meet the County's snow removal needs.
- 5) Approach and methods of dealing with problems the Proposer believes are likely to occur during snow removal operations.

VII. ADDITIONAL REQUIREMENTS

- 1) All work will be done at such times and in such manner as to offer the least disruption to the normal daily business around the work site and for those offices within or near the work site.
- 2) The Contractor is responsible for providing for the safety of the area surrounding the work site during snow removal operations, so as to offer protection to the public and to County employees.
- 3) The Contractor shall perform all services with good workmanship and is solely responsible for damage directly caused by work performed.
- 4) The Contractor covenants to save, defend, hold harmless, and indemnify the County and all of its elected or appointed officials, officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the project or the work required under the agreement between the County and the Contractor.
- 5) The Contractor shall begin work only after receiving a written notice-to-proceed from the County stating the date on which work may commence.
- 6) The Contractor shall possess all licenses and certificates required by the State of Virginia, the County of Culpeper, and the Town of Culpeper.
- 7) Sufficient Appropriations: This agreement is contingent upon sufficient appropriation and authorization being made by the County for the performance of this agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor, and shall be final.
- 8) The County must approve, in writing, any changes to the scope of work for a project, prior to any cost being incurred or work being performed. Project work cannot be assigned without written approval from the County of Culpeper.
- 9) The County of Culpeper reserves the right of final approval on the completeness of the work. Payment for work performed will be processed after the submission of a valid invoice and inspection of the County's original bid/proposal request, along with the general requirement for contract work. Additions and/or deletions to a project/work must be in writing, signed and dated by a County representative and the Contractor, and attached to this document.
- 10) The successful proposer shall sign the attached snow removal services agreement, subject to County Attorney review and approval as to form.
- 11) Competitive Negotiation For Goods and Services Other Than Professional Services. This request for proposals is undertaken under the Culpeper County Purchasing Resolution Competitive Negotiation for Goods and Services Other than Professional Services

VIII. PROPOSAL REQUIREMENTS

This RFP is undertaken under the Culpeper County Purchasing Resolution, Competitive Negotiation for Goods and Services other than Professional Services. The County reserves the right to reject any and all proposals and to make a selection in the best interests of the County.

The County will accept written proposals up to 3:00 p.m. on Friday, December 3, 2004. Three copies of the proposal must be submitted in writing in a sealed envelope marked "**SNOW REMOVAL SERVICES, PROPOSAL: NO. BG-05-0007**". Proposals should be addressed to:

Culpeper County Purchasing Agent
Attn: Alan H. Culpeper
302 N. Main Street
Culpeper, VA 22701

The proposal should be no more than five typed pages in length and should describe the Contractors approach to snow removal tasks and how they intend to complete assigned tasks efficiently and cost effectively. The Contractor should provide an hourly rate for snow removal.

The County will entertain alternate proposals if the Proposer can demonstrate its reliability and cost effectiveness for the County. To be deemed qualified, the Proposer(s) must demonstrate requisite experience, skills, and resources necessary to successfully perform services requested in the Request for Proposals.

All questions about this Request for Proposals should be submitted in writing before December 1, 2004 to:

Mr. Paul Howard
County of Culpeper
306 N. Main Street
Culpeper, VA 22701
Phone: (540) 727-3409
Fax: (540) 727-2808

No oral interpretations will be made to any proposer. Responses to all questions will be in the form of an addendum, issued to all Proposers. Interpretations corrections or changes to the RFP made in any other manner will not be binding on the County. An optional Pre-Proposal conference will be held in the Board of Supervisors Meeting Room, 302 N. Main Street, Culpeper, VA 22701 on Tuesday, November 30, 2004 at 1:00 P.M.

1. Other Procurement Information:

- a. All erasures, interpolations, and other changes in the proposals shall be signed or initialed by the Offeror;
- b. The proposals must be signed in order to be considered. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal;
- c. The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, otherwise request additional information;
- d. All Proposals submitted in response to this RFP become the property of Culpeper County and may be made available to the public;
- e. The formation of a joint venture by a Proposer, or any change in the joint venture of a Proposer, or any change in team members used by the Proposer, shall be subject to the written approval of the County.
- f. The failure or omission or any Offeror to acquaint itself with the requirements and objective shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

2. Offerors' Representation:

Each Offeror, by submitting a proposal in response to this Request for Proposals, represents that the Offeror has read and understands the Scope of Services and has familiarized itself with all Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the contract work.

IX. INSURANCE SPECIFICATIONS

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage's at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers compensation insurance in accordance with Section 11-46.3 and 65-800 et seq. of the Code of Virginia.

The Offeror further certifies that they and any subcontractors will maintain these insurance coverage's during the entire terms of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employer's Liability - \$1,000,000.
- C. Commercial General Liability - \$1,000,000 combined single limit. The County of Culpeper is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$1,000,000.

X. EVALUATION OF PROPOSALS

Evaluation of the responses will be based on the extent to which the response meets the requirements of the solicitation and the County's determination as to the extent to which the respondent is likely to be able to achieve the desired results and fulfill the purposes of the solicitation. Proposers are welcome to submit supporting information, demonstrating how responsible the Offerors have shown their performance to be in terms of quality and timeliness in tasks performed for other clients or the County of Culpeper and how responsive the Offeror will be in terms of cost efficiency to the County of Culpeper.

XI. PROPOSAL DEADLINE

Proposals are due by 3:00 p.m., Friday, December 3, 2004 in the Office of the Culpeper County Purchasing Agent, 302 North Main Street, Culpeper, Virginia 22701. Proposals received after the deadline will be rejected.

XII. SELECTION PROCESS

The County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required service. These Offerors may be requested to make an oral presentation to explain their proposal and answer questions.

At the conclusion of discussions, negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at the price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked

first shall be formally terminated and negotiations will be conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

XIII. INSTRUCTIONS TO OFFERORS

1. Additional Information

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a County contact for additional technical information other than the County Purchasing Agent, potential offerors are cautioned that any verbal representations made by any County or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether any representations of any County or other person requires that an amendment be issued, or any contractual questions regarding this solicitation, contact the Purchasing Agent at (540) 727-3427.

2. Proposal Form Submission

An original and two (2) copies of the proposal (three (3) copies total) shall be signed and submitted in a sealed envelope to the Office of the Purchasing Agent no later than the time and date specified in the solicitation. Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified time will be rejected. The envelope or package shall indicate the name of the offeror, and the number of the solicitation. The Purchasing Office shall indicate the time and date of receipt on the envelope or package. Proposals received in the Office of the Purchasing Agent after the time and date specified in the solicitation will not be opened or considered. Proposals not submitted in the number of copies requested are subject to immediate rejection. Facsimile transmissions of proposals will not be accepted.

Failure to submit a proposal on the Proposal Form provided for that purpose in this solicitation shall be considered just cause for rejection of the proposal. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

3. Collusion Among Offerors

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names will be rejected unless specifically permitted in the solicitation. Reasonable grounds for believing that an offeror is interested in more than one proposal for the work contemplated will result in rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future solicitations for the same work. Each offeror, by submitting a proposal, certifies that it is not a party to any collusive action. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime Contractors submitting a proposal for the work. However, a subcontractor may not submit a proposal as a subcontractor for another offeror and as a prime Contractor.

4. Expenses Incurred in Preparing Proposal

The County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal. Such expenses are to be borne exclusively by the offeror.

5. Offeror Investigations

Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract and to verify any representations made by the County that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the Contract documents, nor will they be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

6. Qualification of Offerors

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The offeror may also be required to show past history and references, which will enable the Purchasing Agent to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the County.

7. Debarment Status

By submitting a proposal, the offeror certifies that it is not currently

debarred or suspended from submitting proposals on contracts by Culpeper County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, and is not an agent of any person or entity that is currently debarred or suspended from submitting proposals on contracts by Culpeper County, Virginia or any political subdivision or agency of the Commonwealth of Virginia.

8. Culpeper County Taxes

The offeror must be current with any taxes due and owing to Culpeper County. For information on any taxes which may be due and owing, contact the Culpeper County Treasurer, Telephone Number (540) 727-3442.

9. Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the County prior to the time and date set for the opening of proposals or unless the County fails to award or issue a notice of intent to award a Contract within ninety (90) days after the date and time set for opening proposals.

10. Incomplete Documents

The offeror is responsible for having determined the completeness of solicitation documents upon which it relied in making its bid, and having notified the County Purchasing Agent immediately upon discovery of an apparent error or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the bidding documents. If the offeror is selected as the ultimate Contractor, and proceeds with any activity that may be affected by an error or omission described above, of which it has not notified the County Purchasing Agent, the offeror/Contractor will be required to perform any work described in the missing documents at no additional cost to the County.

11. Alternate Insurance Coverage

If the offeror does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the County, may be considered. The County Purchasing Agent must receive written requests for consideration of alternate coverage's at least ten (10) working days prior to the date set for receipt of proposals. If the County denies the request for alternate coverage's, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of proposals.

12. Competitive Negotiation for Goods or Services Other than Professional Services

This RFP is undertaken under the Culpeper County Purchasing Resolution, Competitive Negotiation for Goods or Services Other than Professional Services.

FORM A

SNOW REMOVAL – EQUIPMENT SPECIFICATIONS

All vendors responding to this RFP are required to complete this questionnaire and return it with their bid.

Company OR Contractor:

Contact

Address

Telephone Number

Emergency/After Hours Telephone Number

Additional Emergency/After Hours Telephone Numbers, Pagers, Cell Phone (Please Indicate)

When submitting your bid, please specify all equipment that will be assigned to the Culpeper County Snow Removal project, including multiple pieces for any one-bid item. In the "Operating Cost Per Hour" column, please include labor, material, equipment and overhead costs in your total for each piece of equipment. Please indicate all "Used" equipment as described in Section II of this RFP.

YR	Make	Model	Description	Operating Cost Per Hour	Capacity

Please provide cost for sand and salt spreading below.

Material	Estimated Cost Per (Ton/Lb)
Sand	
Salt	

Please provide cost estimate to remove 6" of snow from designated areas. Please include all expenses in your total, including, but not limited to: manpower, equipment, materials, etc.

Amount of Snow	Estimated Total Cost for Removal in all Lots
6"	

APPENDIX A

REFERENCES

Company

Name of Company

Address

Telephone Number

Contact

List of Three Business/Governmental References

1. Name

Address

Telephone

Contact Person

2. Name

Address

Telephone

Contact Person

3. Name

Address

Telephone

Contact Person

APPENDIX B

STATEMENT

Statement

I hereby submit the above equipment specifications for consideration by the County of Culpeper in response to the Request for Proposal for Snow Removal Services. I have read and understand the Request for Proposal and will attest that the information is an accurate accounting of the Equipment owned and to be used by my company in providing Snow Removal Services for Culpeper County.

(Company Name)

(Printed Name of Authorized to sign for Contractor)

(Printed Title of Authorized to sign for Contractor)

(Signature)

(Date)

(Daytime Telephone Number)

FOLLOWING THIS PAGE IS THE AGREEMENT FORM THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

CULPEPER COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
302 NORTH MAIN STREET
CULPEPER, VA 22701

AGREEMENT NO. BG-05-0007
SNOW REMOVAL SERVICES

THIS AGREEMENT is made on the date of execution by the County between _____(Contractor) and the Board of Supervisors of Culpeper County, Virginia (County).

The County and the Contractor, for the consideration specified, agree as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Request for Proposal, including Scope of Work and Insurance Requirements), and Exhibit B (Proposal of Contractor). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents. In like manner, Exhibit A shall prevail over Exhibit B.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein.

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents. The County will provide the initial scope of work before the start of each project. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its work.

PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Culpeper County Administrator or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under this Agreement.

CONTRACT TERM

Work under this Agreement will commence on the date given in a Notice to Proceed issued by the County, and shall continue for two years (Contract Term), subject to any modifications as provided for in the Contract Documents. This Agreement may be renewed by the parties for an additional two year term.

REQUIREMENTS CONTRACT

This Agreement shall be considered a requirements contract. No payment shall be due the Contractor unless services required by the County are performed.

CONTRACT AMOUNT

As compensation for Contractor's services, the Contractor will be paid according to the Contractor's proposal, on a time and materials basis for the services included within the scope of work or called for by the Contract Documents.

ADDITIONAL SERVICES

No services other than those described in the Contract Documents are authorized under this Agreement unless the services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

CULPEPER COUNTY TAXES

The Contractor will pay any and all County taxes when due, and specifically authorizes the County to offset the amounts of any County taxes which are due and owing against sums otherwise due to the Contractor, and to pay such amounts to the County Treasurer on the Contractor's behalf.

COUNTY EMPLOYEES

No employee of Culpeper County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise there from which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's performance or nonperformance of its work called for by the Contract Documents.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent.

FAILURE TO DELIVER

In case of failure to deliver services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

ETHICS IN PUBLIC CONTRACTING

The Contract incorporates by reference Article 9 of the Culpeper County, Virginia Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia Conflicts of Interest Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

LIABILITY

Neither the Contractor nor the County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor or the County, that make performance impossible or illegal, unless otherwise specified in the contract.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Culpeper County, Virginia. The contractor waives its right, if any, to remove a case filed in a Virginia court to a federal court. The Contractor shall comply with applicable federal, state, and local laws and regulations.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said contract.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

CULPEPER COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Culpeper County Purchasing Resolution. The time limit for decision by the County Administrator in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen days. Procedures for contractual disputes, appeals, and protests shall be as provided in the Purchasing Resolution.

ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

The County will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under the contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

SAFETY

The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry. The Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, or authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified or authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by formal written Amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. The Contractor will not be compensated for performing that particular work unless a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

PAYMENT TERMS

Unless otherwise indicated in the Contractor's response, payment terms will be recorded by the County as Net thirty (30) days: the County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

TERMINATION FOR DEFAULT

The contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, the County will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by the County in its discretion. In the event the County decides to terminate the contract for failure to perform satisfactorily, the Contractor will be entitled to receive only compensation for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract. No loss of profit, compensation or other damages shall be recoverable by the Contractor.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least five days (5) before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

The Contractor shall be entitled to receive only compensation for contract services substantially performed by contractor and accepted by the County prior to such termination. No loss of profit, compensation, or other damages shall be recoverable by the contractor.

INSURANCE

The Contractor will provide evidence of insurance coverages described and required in the Contract Documents before any work may commence under this Agreement.

WITNESS these signatures:

BOARD OF SUPERVISORS OF CULPEPER
COUNTY, VIRGINIA

By: _____
Purchasing Agent
302 N. Main Street
Culpeper, Virginia 22701

Date: _____

Attest: _____

Approved as to form:

John D. Maddox,
Culpeper County Attorney

Taxpayer ID No. _____

By: _____

Title: _____

Date: _____

Attest: _____